

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application)	<u>PATENT APPLICATION</u>
)	
Inventor(s): Paul Joseph Chang, M.D.)	
Carlos A. Betancourt)	
)	
SC/Serial No.: 09/339,077)	
)	
Filed: June 23, 1999)	
)	
Title: METHODS AND APPARATUS FOR DYNAMIC)	
TRANSFER OF IMAGE DATA)	
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DECLARATION FOR PATENT APPLICATION

As a below named inventor, I hereby declare that my residence, post office address and citizenship are as stated below next to my name; I believe that I am the original, first and sole inventor (if one name is listed below), first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHODS AND APPARATUS FOR DYNAMIC TRANSFER OF IMAGE DATA

the specification of which (check applicable ones):

_____ is filed herewith;

 X was filed with the above-identified "Filed" date and SC/Serial No." 09/339,077."

_____ was amended on (or amended through) _____.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment(s) referred to above. I acknowledge the duty to disclose information which is material to the examination of the application in accordance with Title 37, Code of Federal Regulations, §1.56.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code

and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

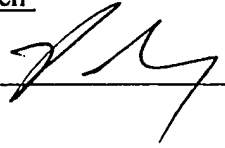
(1) Full name of sole or first inventor: Paul Joseph Chang, M.D.

(2)

(1) Residence: 4055 Jupiter Drive, Allison Park, Pennsylvania 15101

(1) Post Office Address: 4055 Jupiter Drive, Allison Park, Pennsylvania 15101

(1) Citizenship: U.S. Citizen

(1) Inventor's signature: 

(1) Date: 10/1/99

(2) Full name of second joint inventor: Carlos A. Bentancourt

(2) Residence: 2219 Teal Trace, Pittsburgh, Pennsylvania 15237

(2) Post Office Address: 2219 Teal Trace, Pittsburgh, Pennsylvania 15237

(2) Citizenship: U.S. Citizen

(2) Inventor's signature: 

(2) Date: 10/1/99

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Inventor(s): Paul Joseph Chang, M.D.
Carlos A. Betancourt

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Title: METHODS AND APPARATUS FOR DYNAMIC
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PATENT APPLICATION

POWER OF ATTORNEY BY ASSIGNEE UNDER 37 C.F.R. §§3.71, 3.73(b)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

The below-identified Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s).

X A true copy of the assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

Assignee hereby appoints John C. Stattler, Reg. No. 36,285 and other attorneys of STATTLER JOHANSEN & ADELI to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37 C.F.R. §3.71.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please address all correspondence and telephone calls to:

John C. Stattler, Esq.
STATTLER JOHANSEN & ADELI
P.O. Box 51860
Palo Alto, California 94303-9998

Assignee: University of Pittsburgh – of the Commonwealth System of Higher Education

Name: Jerome Cochran

Title: Executive Vice Chancellor

Signature: 

Date: 9/22/99

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JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

- (1) Paul Joseph Chang, a resident of Allison Park, Pennsylvania; and
- (2) Carlos A. Betancourt, a resident of Pittsburgh, Pennsylvania;

have invented certain new and useful improvements in:

METHODS AND APPARATUS FOR DYNAMIC TRANSFER OF IMAGE DATA

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

1. ☐ On the Date of Execution of Declaration for Patent Application set forth below adjacent to my signature;
- Or
2. ☒ Said application having SC/Serial Number 09/339,077, and filed on the 23rd day of June, 1999.

WHEREAS the University of Pittsburgh – of the Commonwealth System of Higher Education (hereinafter termed "Assignee"), a non-profit corporation of the State of Pennsylvania, having a place of business at 4200 Fifth Avenue, Pittsburgh , PA 15260, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.


2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Date of Execution of Declaration for Patent Application: X 10/1/97

(1) Name: Paul Joseph Chang, M.D.

(1) Signature: 

Date of Execution of Declaration for Patent Application: X 10/1/97

(2) Name: Carlos A. Betancourt

(2) Signature: 